

Change of Zone 3406

MAPLE VILLAGE
DEVELOPMENT PLAN AND AGREEMENT

This Development Plan and Agreement is hereby certified and agreed to this ____ day of _____, 2003 by and between JERRY and JANET JOYCE, Limited Partnership, KELLIE LYNN WOZNY, AND JULIE GOSLIN and BRUCE J. KREIKEMEIER, hereinafter collectively referred to as "Developer" and the CITY OF LINCOLN, NEBRASKA, a municipal corporation, hereinafter referred to as "City".

WHEREAS, the Developer has petitioned the City for a Change of Zone to approve a Planned Unit Development upon the following described property:

All of Lots 4 and 5, Block 1, Maple Village, as platted in the City of Lincoln, Nebraska, and all of Lots 59, 60, and 61, Irregular Tracts in the Northeast Quarter of Section 27, Township 10 North, Range 7 East of the 6th P.M., Lancaster County, Nebraska, and also being in the City of Lincoln, Nebraska, said parcel being more particularly described as follows:

Beginning at the southeast corner of said Lot 59; thence north 89 degrees 53 minutes 28 seconds west (assumed bearing) on the south line of said Lot 59, a distance of 334.81 feet to the southwest corner of said Lot 59; thence north 89 degrees 54 minutes 45 seconds west on the south line of said Lots 60 and 61, a distance of 353.81 feet to the southwest corner of said Lot 61; thence north 00 degrees 27 minutes 04 seconds east on the west line of said Lot 61, a distance of 77.29 feet to the southeast corner of said Lot 4; thence south 82 degrees 30 minutes 04 seconds west on the south line of said Lot 4, a distance of 108.11 feet to the southwest corner of said Lot 4; thence north 07 degrees 34 minutes 02 seconds west on the west line of said Lot 4, a distance of 10.00 feet to a point of curvature; thence on a 59.00 foot radius curve to the left, an arc distance of 30.31 feet to the southeast corner of said Lot 5, the chord of said curve bears north 21 degrees 43 minutes 20 seconds west, a distance of 29.98 feet; thence on the south line of said Lot 5 and continuing on a 59.00 foot radius curve to the left, an

arc distance of 40.78 feet to the southwest corner of said Lot 5, the chord of said curve bears north 56 degrees 14 minutes 24 seconds west, a distance of 39.97 feet; thence north 10 degrees 17 minutes 33 seconds east on the west line of said Lot 5, a distance of 125.02 feet to the northwest corner of said Lot 5; thence south 89 degrees 48 minutes 44 seconds east on the north line of said Lot 5, a distance of 66.15 feet; thence south 72 degrees 32 minutes 42 seconds east continuing on said north line, a distance of 54.39 feet to the northeast corner of said Lot 5; thence south 76 degrees 14 minutes 24 seconds east on the north line of said Lot 4, a distance of 14.03 feet to the northeast corner of said Lot 4, said point also being on the west line of said Lot 61; thence north 00 degrees 27 minutes 04 seconds east on said west line, a distance of 12.20 feet to the northwest corner of said Lot 61; thence south 83 degrees 26 minutes 44 seconds east on the north line of said Lot 61, a distance of 68.83 feet; thence continuing on said north line south 89 degrees 57 minutes 57 seconds east, a distance of 145.44 feet to the northeast corner of said Lot 61; thence south 89 degrees 48 minutes 46 seconds east on the north line of said Lot 60, a distance of 140.67 feet to the northeast corner of said Lot 60; thence south 89 degrees 56 minutes 21 seconds east on the north line of said Lot 59, a distance of 200.63 feet to a point of curvature; thence continuing on said north line and on a 95.00 foot radius curve to the right, an arc distance of 77.05 feet to a point of reverse curvature, the chord of said curve bears south 66 degrees 39 minutes 20 seconds east, a distance of 74.96 feet; thence continuing on said north line and on a 59.00 foot radius curve to the left, an arc distance of 71.30 feet to the northeast corner of said Lot 59, the chord of said curve bears south 77 degrees 51 minutes 39 seconds east, a distance of 67.04 feet; thence south 00 degrees 50 minutes 22 seconds west on the east line of said Lot 59, a distance of 187.28 feet to the point of beginning, containing 4.11 acres (179,068.84 square feet), more or less; and

WHEREAS, the Developer has made application to the City to designate the aforementioned property as a Planned Unit Development pursuant to and in accordance with Chapter 27.60 of the Lincoln Municipal Code; and

WHEREAS, Chapter 27.60 of the Lincoln Municipal Code requires that all the provisions and regulations pertaining to a Planned Unit Development District and all development therein shall be in strict accordance with a "Development Plan" and any and all other conditions, terms and requirements.

NOW, THEREFORE, the Developer and the City mutually agree upon the following terms and conditions as the "Development Plan" for the aforementioned property:

1. The Developer agrees that the Development Plan for this Planned Unit Development which includes the site plan and all other approved associated plans, shall be strictly adhered to and the Developer will develop this Planned Unit Development to be known as Maple Village PUD in accordance with said Development Plan.

2. This Development Plan approves two office buildings, two single family dwellings, and a parking lot on a portion of the R-2 zoned land and waivers to the front yard along O Street, minimum lot area in the R-2 District, rear yard setback in the R-2 District, parking in the side yard in the O-3 District, parking lot screening to allow the screen on the abutting residential lots.

3. Before receiving building permits:

- a. The Developer must submit to the Planning Department for review and approval an acceptable, revised and reproducible final plan plus five copies of the entire development including the site plan, grading and drainage plan, and landscape plan.
- b. The construction plans must conform to the approved plans.
- c. Final plats within the area of Maple Village PUD must be approved by the City.

4. Before occupying the parking lot, all development and construction must be completed in conformance with the approved plans.

5. All privately-owned improvements must be permanently maintained by the Developer.

6. The approved site plan shall be the basis for all interpretations of setbacks, yards, locations of buildings, location of parking and circulation elements, and similar matters.

7. The City Clerk shall file a copy of the ordinance approving the planned unit development and this development plan agreement with the Register of Deeds. The Developer shall pay the recording fee in advance.

8. The site plan as approved with this ordinance voids and supersedes all previously approved site plans, however all resolutions approving previous permits remain in force unless specifically amended by this ordinance.

9. This Development Plan and Agreement shall not be amended or modified except with the written consent of the parties hereto or their successors and assigns. This Development Plan and Agreement shall run with the land and be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Development Plan and Agreement as of the day and year first written above.

JERRY & JANET JOYCE LIMITED
PARTNERSHIP, LTD., a Nebraska
limited partnership,

By CHERRY HILL COMPANY, LLC,
General Partner

Jerry C. Joyce, General Partner

Kellie Lynn Wozny

Julie Goslin

Bruce J. Kreikemeier

ATTEST:

CITY OF LINCOLN, NEBRASKA,
a municipal corporation,

City Clerk

Coleen J. Seng, Mayor

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Jerry C. Joyce, Manager of Jerry & Janet Joyce Limited Partnership, Ltd., a Nebraska limited partnership, through Cherry Hill Company, LLC, General Patrtner.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Kellie Lynn Wozny.

Notary Public

STATE OF NEBRASKA)
) ss.

COUNTY OF LANCASTER)

 The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Julie Goslin.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

 The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Bruce J. Kreikemeier.

Notary Public

STATE OF NEBRASKA)
) ss.
COUNTY OF LANCASTER)

 The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by Coleen J. Seng, Mayor of the City of Lincoln, Nebraska, a municipal corporation.

Notary Public